

TRACER CONSTRUCTION COMPANY

EMPLOYEE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

In consideration of my employment to perform services for Tracer Construction Company or any affiliate of Tracer Construction Company (individually and collectively referred to herein as "Tracer Construction Company"), and in consideration of the wages and salary to be paid to me, regardless of the duration of such employment, and in return for Tracer Construction Company's grant of such and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to perform to the best of my ability all duties required of me from time to time by Tracer Construction Company and I agree to comply strictly with all conditions herein set forth. This Agreement shall be binding upon my heirs, executors, administrators, or other legal representatives or assigns.

1. **Tracer Construction Company Confidential Information.** "Tracer Construction Company Confidential Information" is information developed, created, or discovered by Tracer Construction Company that has value to Tracer Construction Company's business and is not known to Tracer Construction Company's competitors or by the general public, or is otherwise proprietary or confidential to Tracer Construction Company. Tracer Construction Company Confidential Information may include, without limitation, data, know-how, manufacturing methods, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, improvements, specifications, samples, reports, laboratory notebooks, vendor names, customer and prospective customer names, distributor names, cost and pricing information, market definitions, business plans, marketing plans, financial plans, customer and prospective customer development information and strategies, sales methods, inventions, trade secrets, ideas, research and development activities and plans, and employee and/or personnel information (including compensation, skill, and areas of expertise).

2. **Obligation of Confidentiality.** I agree, both during and after my employment with Tracer Construction Company, to keep Tracer Construction Company Confidential Information secret. I agree not to disclose, record, or in any way make use of Tracer Construction Company Confidential Information for so long as such information remains non-public, except as required in the performance of my duties and responsibilities as a Tracer Construction Company employee and under conditions that protect the Tracer Construction Company Confidential Information. I also agree not to remove or otherwise transmit Tracer Construction Company Confidential Information from Tracer Construction Company's premises or possession without the explicit consent of an authorized Tracer Construction Company representative. Further, I agree to keep confidential third party information (including, but not limited to, information received by Tracer Construction Company from customers, prospective customers, and suppliers) that is covered by a confidentiality agreement between Tracer Construction Company and the third party and to adhere to the terms of the agreement between Tracer Construction Company and the third party.

3. **Tracer Construction Company Property.** All Tracer Construction Company Confidential Information, as well as all patents, patent rights, copyrights, copyrightable works, trade secret rights, trademark rights, and other rights (including, without limitation, intellectual property rights) anywhere in the world related to Tracer Construction Company Confidential Information, is, and shall be, the sole and exclusive property of Tracer Construction Company. I hereby assign to Tracer Construction Company any and all rights, title, and interest I may have or acquire in such Tracer Construction Company Confidential Information and related rights. I agree to deliver all Tracer Construction Company Confidential Information, including all copies or computer records thereof, along with any other Tracer Construction Company property, to Tracer Construction Company on or before my last day of employment with Tracer Construction Company and agree thereafter not to make any written record of such Confidential Information nor to make use of such Confidential Information.

4. **Loyalty.** I agree to conduct myself at all times for the benefit of Tracer Construction Company, to never knowingly take any action inconsistent with Tracer Construction Company's best interest, and to refrain from performing any work or services for any third person or concern, including self-employment, with respect to any matter that relates to or conflicts with Tracer Construction Company business without the prior written consent of an authorized Tracer Construction Company representative.

5. **Former Employer Information.** I represent and warrant that my performance of all the terms of this Agreement and as an employee of Tracer Construction Company does not and will not breach any agreement to keep in confidence any confidential or proprietary information, knowledge, or data acquired by me in confidence or in trust prior to my employment by Tracer Construction Company. I will not disclose to Tracer Construction Company, nor induce Tracer Construction Company to use, any confidential or proprietary information, data, or material belonging to any previous employers or others.

6. **Non-Solicitation.** I acknowledge that information, data, or material is highly confidential concerning Tracer Construction Company's customers, affiliates, and employees. I agree, both during my employment and for a period of twelve months thereafter, not to directly or indirectly solicit, recruit, hire, or encourage any employees or consultants to leave the employ of Tracer Construction Company, nor to directly or indirectly encourage any customers, suppliers, or affiliates to refrain from or to stop doing business with Tracer Construction Company, or to purchase any products from a Competing Business (as defined below) either on my own behalf or on behalf of any other person or entity.

7. **No Contract of Employment.** I agree that this Agreement is not a contract of employment, and no rights to employment, continued employment, advancement, or reassignment are hereby created. I ALSO UNDERSTAND THAT MY EMPLOYMENT WITH TRACER CONSTRUCTION COMPANY IS AT-WILL, WHICH MEANS THAT EITHER I OR TRACER CONSTRUCTION COMPANY MAY TERMINATE THE RELATIONSHIP WITH OR WITHOUT CAUSE AT ANY TIME WITHOUT NOTICE AND NOTHING IN THIS AGREEMENT ALTERS THIS RELATIONSHIP AT-WILL.

8. **Governing Law.** This Agreement shall be governed by and construed under the laws of Texas in which I work or was last employed by Tracer Construction Company.

9. **Severable Provisions.** In the event one or more of the provisions, or portions thereof, contained in this Agreement shall, for any reason be invalid, illegal, or unenforceable, such circumstances shall not affect any other provision hereof and this Agreement shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal or unenforceable, had never been contained herein.

10. **No Waiver.** The failure of Tracer Construction Company to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision, or the right of Tracer Construction Company to enforce such provision.

11. **Injunctive Relief.** Given the nature of the Tracer Construction Company Confidential Information and the parties' current discussions, I acknowledge that Tracer Construction Company may be irreparably damaged by any unauthorized disclosure of any Tracer Construction Company Confidential Information. Without prejudice to the rights and remedies otherwise available to Tracer Construction Company, Tracer Construction Company shall be entitled to seek equitable relief, including an injunction or specific performance, in the event of any breach of the provisions of this Agreement by me.

12. **Non-Competition.** I agree, subject to the conditions hereinafter stated, that I will not, within twelve months after leaving Tracer Construction Company's employ, engage or enter into employment by, or into self-employment or gainful occupation as, a Competing Business, or act directly or indirectly as an advisor, consultant, agent, or representative for a Competing Business. As used herein, "Competing Business" means a business (1) which is engaged in the manufacture, sale or other disposition of a product or service that is in direct competition with a product or service, whether existing or under development, of Tracer Construction Company; (2) which has under development a product or service that is in direct competition with a product or service, whether existing or under development, of Tracer Construction Company, or (3) which involves activities that would likely result in my eventual disclosure of Tracer Construction Company Confidential Information if I were employed by said business.

Employee's Name (Print)

Employee Number

Employee's Signature

Date

Tracer Construction Company Authorized Agent Date